

**IMPLEMENTING AGREEMENT
BETWEEN
THE UNITED STATES NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
AND
THE
NORWEGIAN SPACE CENTRE
ON COOPERATION IN
SATELLITE TRACKING AND ENVIRONMENTAL
DATA ACQUISITION AND UTILIZATION**

PREAMBLE

The United States National Oceanic and Atmospheric Administration (NOAA), and the Norwegian Space Centre (NSC), hereinafter referred to as "the Parties:"

RECALLING the Agreement Between the United States of America and the Kingdom of Norway for Cooperation in the Civil Uses of Outer Space of October 20, 2000 and November 14, 2001 ("the Intergovernmental Agreement"), and the designation therein of NOAA and NSC as implementing agencies under the Intergovernmental Agreement on behalf of their respective governments;

RECALLING the exchange of letters between NOAA's National Environmental Satellite, Data, and Information Service (NESDIS) and NSC in May, 2000, in which NESDIS and NSC decided to study the benefits of NSC's Svalbard Satellite Station (SvalSat) for ground system architectures, and potential mission synergies;

RECOGNIZING that a unique combination of circumstances exist that make Spitzbergen an ideal location for high-latitude satellite tracking and environmental data acquisition support;

NOTING that the Intergovernmental Agreement provides for cooperative programs to be undertaken pursuant to specific terms and conditions as set forth in implementing arrangements;

WISHING to confirm the desire of NOAA and NSC to cooperate pursuant to the Intergovernmental Agreement in environmental satellite data acquisition and utilization, and other areas as mutually agreed;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

PURPOSE

1.1. SVALBARD SATELLITE STATION

This Implementing Agreement ("Agreement") provides for cooperation between the Parties in the area of satellite tracking and environmental data acquisition and utilization, from the NSC-controlled SvalSat station in support of Earth observation and environmental satellite programs of interest to NOAA. Initially, NOAA will utilize SvalSat capabilities for the National Polar-orbiting Operational Environmental Satellite System (NPOESS) Preparatory Project (NPP). The Parties agree that other missions of interest may be supported pursuant to this Agreement, as mutually determined.

1.2. NATURE AND SCOPE OF ACTIVITIES

This Agreement provides for the basic nature and scope of activities for cooperation between the Parties. The specific details required to ensure successful cooperation will be developed jointly and described in Program Implementation Plans, Interface Control Documents, Contract Statements of Work, Station Operation Manuals or such other documents as may be mutually agreed in writing.

ARTICLE 2

RESPONSIBILITIES OF THE PARTIES

2.1. NSC RESPONSIBILITIES

NSC shall provide satellite tracking and environmental data acquisition for the missions designated herein, from SvalSat. NSC shall provide satellite tracking and environmental data acquisition for other earth observation and environmental satellite programs of interest to NOAA from SvalSat, as mutually agreed by the Parties.

2.1.1. BASIC INFRASTRUCTURE

NSC shall provide the basic infrastructure for the satellite tracking and environmental data acquisition. NSC shall maintain SvalSat and the satellite tracking and environmental data acquisition infrastructure in working condition sufficient to meet NOAA's operational requirements.

2.1.2. INSTALLATION, OPERATION, AND MAINTENANCE

NSC shall install, operate, and maintain the satellite tracking and environmental data acquisition antenna(s) and related ground support equipment at SvalSat.

NSC shall train and provide the personnel to operate the satellite tracking and environmental data acquisition antenna(s) on a twenty-four hours-a-day, seven-days-a-week, year-round basis.

2.1.3. COORDINATION WITH THE NORWEGIAN GOVERNMENT AND OTHER BODIES

NSC shall be responsible for coordination with all Norwegian government agencies and international organizations as required to implement this Agreement, as well as with other SvalSat tenants. This coordination will include, but not be limited to, the following bodies:

- The Norwegian Government and its agencies
- The Governor of Svalbard and related local offices
- The International Telecommunication Union (ITU)
- Other National or International bodies as appropriate
- The tenants of SvalSat

2.2. NOAA RESPONSIBILITIES

2.2.1. EQUIPMENT, SOFTWARE AND DATA

NOAA shall provide any additional equipment and software necessary for NSC to provide satellite tracking and environmental data acquisition required to meet NOAA's mission requirements. NOAA shall provide detailed specifications in subject Program Implementation Plans for the satellite tracking and environmental data acquisition antenna(s) and related ground support equipment and software, if any, to be acquired by NSC and will provide technical and other information necessary for NSC to operate the satellite tracking and environmental data acquisition antenna(s) so as to meet NOAA's mission requirements.

2.2.2. TRAINING

NOAA shall provide the necessary training and instruction, including manuals, for NSC personnel to install, operate, use, and maintain the satellite tracking and environmental data acquisition antenna(s) and any of the NOAA-provided equipment and software.

2.2.3. LOCAL PROCESSING

NOAA shall provide access to data for local processing as mutually agreed, in accordance with Article 7 of this Agreement, and the data policy of each specific mission supported pursuant to this Agreement.

2.3. JOINT RESPONSIBILITIES

2.3.1 PROGRAM PLANNING FORUM

The Parties shall establish the SvalSat Coordination Committee (SCC), whose membership will consist of representatives designated by NOAA and NSC. The SCC will review and advise on activities conducted pursuant to this Agreement. The SCC will meet at least annually to review and approve work plans, and to initiate new efforts. Specific Terms of Reference for the SCC will be developed at the first meeting and agreed by the Parties. Other tenants at SvalSat may be invited to participate in meetings of the SCC for the purpose of optimizing configuration and utilization of SvalSat.

2.3.2. PROGRAM IMPLEMENTATION PLAN

This Agreement may be implemented in phases. The Parties will develop a Program Implementation Plan (PIP) pursuant to this Agreement. The PIP will constitute a work plan and will provide, at a minimum:

- (a) the joint management structures, and points of contact
- (b) a work breakdown structure which identifies, as appropriate, project phases, technical specifications, operational requirements and procedures

- (c) detailed requirements and delivery schedules related to the provision of any equipment, data, software, services or facilities
- (d) a list of deliverables and project milestones
- (e) the procedures for change requests or change proposals to the PIP

2.3.3. INTERFACE CONTROL DOCUMENTS

Interface Control Documents (ICD) will be written by NOAA and NSC technical specialists to meet each agency's needs. They will describe the technical interface requirements to ensure successful operational compatibility of the satellite tracking and environmental data acquisition antenna(s) with the SvalSat infrastructure. These documents will be written and maintained by the NOAA and NSC technical specialists and designated operators of the satellite tracking and environmental data acquisition antenna(s) and NSC SvalSat respectively.

2.3.4. SPECTRUM MANAGEMENT

NSC shall be responsible for spectrum management at the SvalSat facility. NSC shall coordinate the use and protection of all frequencies necessary for the execution of this Agreement. NSC shall use its best effort to identify, mitigate or eliminate sources of harmful electromagnetic interference to the antenna(s). NOAA shall be responsible for spectrum management related to the spacecraft uplink and downlink frequencies. The Parties will endeavor to assist National Authorities in the protection and use of all associated spectrum.

ARTICLE 3

FINANCIAL ARRANGEMENTS

3.1. FINANCIAL ARRANGEMENTS

NOAA shall reimburse NSC for satellite tracking and environmental data acquisition and related services and will reimburse NSC for its costs in acquiring the satellite tracking and environmental data acquisition antenna(s) and related equipment and software and for related infrastructure development, pursuant to a contract or other mutually agreed to instrument to be entered into by the Parties, according to applicable U.S. law. The obligations of the Parties under this Implementing Agreement are subject to the availability of appropriated funds.

3.2. CONTRACTS

NSC and NOAA may enter into a contract pursuant to this Agreement as required to reimburse NSC for satellite tracking and environmental data acquisition and related services and to reimburse NSC for any equipment to be acquired by NSC under this Agreement. Any contract entered into will contain a list of U.S. Government furnished equipment.

ARTICLE 4

WAIVER OF LIABILITY

4.1. LIABILITY

Each Party agrees not to claim against the other Party or that Party's affiliates, contractors, or subcontractors for, and to assume risk of, death of, or injury to personnel or damage to property the waiving Party or its personnel may suffer if such death, injury, or damage is caused in connection with, or as a result of, this Agreement. Each Party agrees to extend this waiver to its contractors, or subcontractors requiring them to refrain from claiming against the other Party and its contractors, or subcontractors.

ARTICLE 5

ADMISSION OF EQUIPMENT AND PERSONNEL

5.1 ADMISSION OF EQUIPMENT

The Parties shall endeavor to facilitate the duty-free customs clearance and any import licenses that may be needed for equipment required under this Agreement, as well as the freedom of movement of government and contractor personnel acting in an official capacity in the execution of this Agreement.

5.2. ENTRY OF PERSONNEL

In accordance with the respective laws and regulations of the U.S. and Norway, each Party shall endeavor to facilitate the provision of the appropriate entry and residence documentation for the other Party's nationals who enter, exit, and reside within its territory in order to carry out activities under this Agreement.

5.3. EXCHANGE OF PERSONNEL

It is anticipated that NOAA personnel will be required to travel to Norway and that NSC personnel will be required to travel to the United States in order to fulfill the Parties responsibilities under this Agreement. Unless undertaken as a direct result of a contractual relationship between NOAA and NSC, such travel will be the responsibility of NOAA for its personnel, and NSC for its personnel.

ARTICLE 6

INTELLECTUAL PROPERTY RIGHTS

6.1. INVENTION AND PATENT RIGHTS

Nothing in this Agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, institutions acting on their behalf, or their contractors or subcontractors for activities conducted under this Agreement. The Parties do not envision that activities conducted under this Agreement will include joint development or joint inventive undertakings. In the unlikely event that such joint undertakings are contemplated in any activity conducted under this Agreement, the Parties will conclude separate agreements to provide for appropriate and equitable protection of intellectual property rights.

ARTICLE 7

DATA POLICY

7.1. DATA POLICY

The satellite tracking and environmental data acquisition antenna(s) will be utilized to support missions governed by agreements between NOAA and other U.S. Government agencies and/or other non-U.S. Government agencies. The data rights for each mission supported will be consistent with those agreements.

ARTICLE 8

ORDER OF PRECEDENCE

8.1. ORDER OF PRECEDENCE

This Agreement is subject to the Intergovernmental Agreement. In the event of a conflict between the provisions of this Agreement and the Intergovernmental Agreement, the terms of the Intergovernmental Agreement shall prevail.

ARTICLE 9

NATIONAL LAW

9.1. CONSISTENCY WITH NATIONAL LAWS AND REGULATIONS

All activities under this Agreement shall be conducted in compliance with the applicable national laws of the United States and Norway.

ARTICLE 10

ENTRY INTO FORCE, AMENDMENTS, TERMINATION, DURATION

10.1. ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force upon signature of both Parties and, provided that the Intergovernmental Agreement remains in force, shall remain in force until the end of the operational life of any satellite for which cooperative activities under this Agreement are initiated by the Parties. The Parties will consult as appropriate in the event the Intergovernmental Agreement is not extended, with a view towards continued cooperation.

10.2. AMENDMENTS

This Agreement may be amended by written agreement of both Parties.

10.3. TERMINATION

In the event of, inter alia, major technical, schedule or funding difficulties and if despite all reasonable efforts the difficulties cannot be resolved, either Party may terminate this Agreement ensuring, however, that any major disadvantages for the other Party are considered. Notice of intent to terminate this Agreement shall be given in writing at least 6 (six) months in advance. If a Party gives written notice of termination, the Parties should attempt to reach agreement concerning the terms and conditions to mitigate the effects of termination, before the effective date of the termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Implementing Agreement.

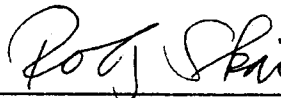
FOR THE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION:



VADM Conrad C. Lautenbacher, Jr. USN (Ret.)
Under Secretary of Commerce for Oceans
and Atmosphere

DATE: 3/26/02

FOR THE
NORWEGIAN SPACE CENTRE:



Rolf Skår
Managing Director

DATE: April 2, 2002